

EXHIBIT 7

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 UNITED STATES OF AMERICA)

Case No. CR 09-0247 SI

13 v.)

14 HITACHI DISPLAYS LTD.,)

15 Defendant.)
16

17 PLEA AGREEMENT
18

19 The United States of America and HITACHI DISPLAYS LTD. ("defendant"), a
20 corporation organized and existing under the laws of Japan, hereby enter into the following Plea
21 Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure ("Fed. R.
22 Crim. P."):

23 RIGHTS OF DEFENDANT

24 1. The defendant understands its rights:

25 (a) to be represented by an attorney;

26 (b) to be charged by Indictment;

27 (c) as a corporation organized and existing under the laws of Japan to decline

28 to accept service of the Summons in this case, and to contest the jurisdiction of the United

1 States to prosecute this case against it in the United States District Court for the Northern
2 District of California;

3 (d) to plead not guilty to any criminal charge brought against it;

4 (e) to have a trial by jury, at which it would be presumed not guilty of the
5 charge and the United States would have to prove every essential element of the charged
6 offense beyond a reasonable doubt for it to be found guilty;

7 (f) to confront and cross-examine witnesses against it and to subpoena
8 witnesses in its defense at trial;

9 (g) to appeal its conviction if it is found guilty; and

10 (h) to appeal the imposition of sentence against it.

11 **AGREEMENT TO PLEAD GUILTY**
12 **AND WAIVE CERTAIN RIGHTS**

13 2. The defendant knowingly and voluntarily waives the rights set out in
14 Paragraph 1(b)-(g) above, including all jurisdictional defenses to the prosecution of this case,
15 and agrees voluntarily to consent to the jurisdiction of the United States to prosecute this case
16 against it in the United States District Court for the Northern District of California. The
17 defendant also knowingly and voluntarily waives the right to file any appeal, any collateral
18 attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. §
19 3742, that challenges the sentence imposed by the Court if that sentence is consistent with or
20 below the recommended sentence in Paragraph 8 of this Plea Agreement, regardless of how
21 the sentence is determined by the Court. This agreement does not affect the rights or
22 obligations of the United States as set forth in 18 U.S.C. § 3742(b) and (c). Nothing in this
23 paragraph, however, shall act as a bar to the defendant perfecting any legal remedies it may
24 otherwise have on appeal or collateral attack respecting claims of ineffective assistance of
25 counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will
26 waive indictment and plead guilty at arraignment to a one-count Information to be filed in the
27 United States District Court for the Northern District of California. The Information will
28 charge the defendant with participating in a conspiracy to suppress and eliminate competition

1 by fixing the prices of thin-film transistor liquid crystal display panels ("TFT-LCD") sold to
2 Dell Inc. or its subsidiaries ("Dell") for use in desktop monitors and notebook computers,
3 from on or about April 1, 2001 to on or about March 31, 2004, in violation of the Sherman
4 Antitrust Act, 15 U.S.C. § 1.

5 3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty
6 to the criminal charge described in Paragraph 2 above and will make a factual admission of
7 guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below.

8 **FACTUAL BASIS FOR OFFENSE CHARGED**

9 4. Had this case gone to trial, the United States would have presented evidence
10 sufficient to prove the following facts:

11 (a) For purposes of this Plea Agreement, the "relevant period" is that period
12 from on or about April 1, 2001 to on or about March 31, 2004. During the relevant period,
13 Hitachi Displays Ltd. ("Hitachi") was a corporation organized and existing under the laws of
14 Japan. Prior to 2002, the defendant was a division of Hitachi Ltd. The defendant has its
15 headquarters and principal place of business in Chiba, Japan. During the relevant period, the
16 defendant was a producer of TFT-LCD, was engaged in the sale of TFT-LCD in the United
17 States and elsewhere, and employed between 1,000 and 5,000 individuals.

18 (b) TFT-LCD are glass panels composed of an array of tiny pixels that are
19 electronically manipulated in order to display images. TFT-LCD are manufactured in a broad
20 range of sizes and specifications for use in televisions, notebook computers, desktop
21 monitors, mobile devices, and other applications.

22 (c) From on or about April 1, 2001 to on or about March 31, 2004, the
23 defendant, through its officers and employees, participated in a conspiracy with other major
24 TFT-LCD producers, the primary purpose of which was to fix the price of TFT-LCD sold to
25 Dell for use in notebook computers. In furtherance of the conspiracy, the defendant, through
26 its officers and employees, engaged in telephone discussions and attended bilateral meetings
27 with representatives of other major TFT-LCD producers. During these discussions and
28 meetings, agreements were reached to fix the price of TFT-LCD sold to Dell for use in

1 notebook computers.

2 (d) During the relevant period, TFT-LCD sold by one or more of the
3 conspirator firms, and equipment and supplies necessary to the production and distribution of
4 TFT-LCD, as well as payments for TFT-LCD, traveled in interstate and foreign trade and
5 commerce. The business activities of the defendant and its coconspirators in connection with
6 the production and sale of TFT-LCD affected by this conspiracy were within the flow of, and
7 substantially affected, interstate and foreign trade and commerce.

8 (e) Acts in furtherance of this conspiracy were carried out within the
9 Northern District of California. TFT-LCD affected by this conspiracy were sold by one or
10 more of the conspirators to customers in this District.

11 **POSSIBLE MAXIMUM SENTENCE**

12 5. The defendant understands that the statutory maximum penalty that may be
13 imposed against it upon conviction for a violation of Section One of the Sherman Antitrust
14 Act is a fine in an amount equal to the greatest of:

15 (a) \$10 million (15 U.S.C. § 1);

16 (b) twice the gross pecuniary gain the conspirators derived from the crime
17 (18 U.S.C. § 3571(c) and (d)); or

18 (c) twice the gross pecuniary loss caused to the victims of the crime by the
19 conspirators (18 U.S.C. § 3571(c) and (d)).

20 6. In addition, the defendant understands that:

21 (a) pursuant to 18 U.S.C. § 3561(c)(1), the Court may impose a term of
22 probation of at least one year, but not more than five years;

23 (b) pursuant to § 8B1.1 of the United States Sentencing Guidelines
24 ("U.S.S.G.," "Sentencing Guidelines," or "Guidelines") or 18 U.S.C. § 3563(b)(2) or
25 3663(a)(3), the Court may order it to pay restitution to the victims of the offense; and

26 (c) pursuant to 18 U.S.C. § 3013(a)(2)(B), the Court is required to order
27 the defendant to pay a \$400 special assessment upon conviction for the charged crime.

28 //

SENTENCING GUIDELINES

7. The defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. The defendant understands that the Guidelines determinations will be made by the Court by a preponderance-of-the-evidence standard. The defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Under U.S.S.G. § 1B1.8, the United States agrees that self-incriminating information that the defendant provides to the United States under this Plea Agreement will not be used to increase the volume of affected commerce attributable to the defendant or in determining the defendant's applicable Guidelines range, except to the extent provided in U.S.S.G. § 1B1.8(b).

SENTENCING AGREEMENT

8. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and the defendant agree that the appropriate disposition of this case is, and agree to recommend jointly that the Court impose, a sentence requiring the defendant to pay to the United States a criminal fine of \$31 million, pursuant to 18 U.S.C. § 3571(d) ("the recommended sentence"), payable in full before the fifteenth (15th) day after the date of judgment. The parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. § 5K2.0. The parties agree not to seek or support any sentence outside of the Guidelines range nor any Guidelines adjustment for any reason that is not set forth in this Plea Agreement. The parties further agree that the recommended sentence set forth in this Plea Agreement is reasonable.

(a) The defendant understands that the Court will order it to pay a \$400 special assessment, pursuant to 18 U.S.C. § 3013(a)(2)(B), in addition to any fine imposed.

1 (b) Both parties will recommend that no term of probation be imposed, but
2 the defendant understands that the Court's denial of this request will not void this
3 Plea Agreement.

4 (c) The United States and the defendant jointly submit that this Plea
5 Agreement, together with the record that will be created by the United States and the
6 defendant at the plea and sentencing hearings, and the further disclosure described in
7 Paragraph 10, will provide sufficient information concerning the defendant, the crime
8 charged in this case, and the defendant's role in the crime to enable the meaningful
9 exercise of sentencing authority by the Court under 18 U.S.C. § 3553. The United
10 States and the defendant agree to request jointly that the Court accept the defendant's
11 guilty plea and impose sentence on an expedited schedule as early as the date of
12 arraignment, based upon the record provided by the defendant and the United States,
13 under the provisions of Fed. R. Crim. P. 32(c)(1)(A)(ii), U.S.S.G. § 6A1.1, and Rule
14 32-1(b) of the U.S.D.C. N.D. California Criminal Local Rules. The Court's denial of
15 the request to impose sentence on an expedited schedule will not void this Plea
16 Agreement.

17 9. The United States and the defendant agree that the applicable Guidelines fine
18 range exceeds the fine contained in the recommended sentence set out in Paragraph 8 above.
19 Subject to the full and continuing cooperation of the defendant, as described in Paragraph 13
20 of this Plea Agreement, and prior to sentencing in this case, the United States agrees that it
21 will make a motion, pursuant to U.S.S.G. § 8C4.1, for a downward departure from the
22 Guidelines fine range and will request that the Court impose the recommended sentence set
23 out in Paragraph 8 of this Plea Agreement because of the defendant's substantial assistance in
24 the government's investigation and prosecutions of violations of federal criminal law in the
25 TFT-LCD industry.

26 10. Subject to the ongoing, full, and truthful cooperation of the defendant
27 described in Paragraph 13 of this Plea Agreement, and before sentencing in the case, the
28 United States will fully advise the Court and the Probation Office of the fact, manner, and

1 extent of the defendant's cooperation and its commitment to prospective cooperation with the
2 United States' investigation and prosecutions, all material facts relating to the defendant's
3 involvement in the charged offense, and all other relevant conduct.

4 11. The United States and the defendant understand that the Court retains
5 complete discretion to accept or reject the recommended sentence provided for in Paragraph
6 8 of this Plea Agreement.

7 (a) If the Court does not accept the recommended sentence, the United
8 States and the defendant agree that this Plea Agreement, except for Paragraph 11(b)
9 below, shall be rendered void.

10 (b) If the Court does not accept the recommended sentence, the defendant
11 will be free to withdraw its guilty plea (Fed. R. Crim. P. 11(c)(5) and (d)). If the
12 defendant withdraws its plea of guilty, this Plea Agreement, the guilty plea, and any
13 statement made in the course of any proceedings under Fed. R. Crim. P. 11 regarding
14 the guilty plea or this Plea Agreement or made in the course of plea discussions with
15 an attorney for the government shall not be admissible against the defendant in any
16 criminal or civil proceeding, except as otherwise provided in Fed. R. Evid. 410. In
17 addition, the defendant agrees that, if it withdraws its guilty plea pursuant to this
18 subparagraph of the Plea Agreement, the statute of limitations period for any offense
19 referred to in Paragraph 15 of this Plea Agreement will be tolled for the period
20 between the date of the signing of the Plea Agreement and the date the defendant
21 withdrew its guilty plea or for a period of sixty (60) days after the date of the signing
22 of the Plea Agreement, whichever period is greater.

23 12. In light of the civil class action cases filed against the defendant, including *In*
24 *re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M:07-1827 SI, MDL No. 1827, in the
25 United States District Court, Northern District of California, which potentially provide for a
26 recovery of a multiple of actual damages, the United States agrees that it will not seek a
27 restitution order for the offense charged in the Information.
28

DEFENDANT'S COOPERATION

13. The defendant, Hitachi Displays Ltd., Hitachi Ltd., and any Hitachi Ltd. subsidiary engaged in the sale or production of TFT-LCD (collectively, "related entities") will cooperate fully and truthfully with the United States in the prosecution of this case, the conduct of the current federal investigation of violations of federal antitrust and related criminal laws involving the manufacture or sale of TFT-LCD in the United States and elsewhere, and any litigation or other proceedings arising or resulting from any such investigation to which the United States is a party ("Federal Proceeding"). The ongoing, full, and truthful cooperation of the defendant shall include, but not be limited to:

(a) producing to the United States all non-privileged documents, information, and other materials, wherever located, in the possession, custody, or control of the defendant or any of its related entities, requested by the United States in connection with any Federal Proceeding; and

(b) using its best efforts to secure the ongoing, full, and truthful cooperation, as defined in Paragraph 14 of this Plea Agreement, of the current and former directors, officers, and employees of the defendant or any of its related entities, as may be requested by the United States – but excluding Hajime Wakabayashi and Sakae Someya – including making these persons available in the United States and at other mutually agreed-upon locations, at the defendant's expense, for interviews and the provision of testimony in grand jury, trial, and other judicial proceedings in connection with any Federal Proceeding.

14. The ongoing, full, and truthful cooperation of each person described in Paragraph 13(b) above will be subject to the procedures and protections of this paragraph, and shall include, but not be limited to:

(a) producing in the United States and at other mutually agreed-upon locations all non-privileged documents, including claimed personal documents, and other materials, wherever located, requested by attorneys and agents of the United States;

1 (b) making himself or herself available for interviews in the United States
2 and at other mutually agreed-upon locations, not at the expense of the United States,
3 upon the request of attorneys and agents of the United States;

4 (c) responding fully and truthfully to all inquiries of the United States in
5 connection with any Federal Proceeding, without falsely implicating any person or
6 intentionally withholding any information, subject to the penalties of making false
7 statements (18 U.S.C. § 1001) and obstruction of justice (18 U.S.C. § 1503, *et seq.*);

8 (d) otherwise voluntarily providing the United States with any non-
9 privileged material or information not requested in (a) - (c) of this paragraph that he
10 or she may have that is related to any Federal Proceeding;

11 (e) when called upon to do so by the United States in connection with any
12 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings in the
13 United States fully, truthfully, and under oath, subject to the penalties of perjury (18
14 U.S.C. § 1621), making false statements or declarations in grand jury or court
15 proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402), and obstruction of
16 justice (18 U.S.C. § 1503, *et seq.*); and

17 (f) agreeing that, if the agreement not to prosecute him or her in this Plea
18 Agreement is rendered void under Paragraph 16(c), the statute of limitations period
19 for any Relevant Offense as defined in Paragraph 16(a) will be tolled as to him or her
20 for the period between the date of the signing of this Plea Agreement and six (6)
21 months after the date that the United States gave notice of its intent to void its
22 obligations to that person under the Plea Agreement.

23 **GOVERNMENT'S AGREEMENT**

24 15. Upon acceptance of the guilty plea called for by this Plea Agreement and the
25 imposition of the recommended sentence, and subject to the cooperation requirements of
26 Paragraph 13 of this Plea Agreement, the United States agrees that it will not bring further
27 criminal charges against the defendant or any of its related entities for any act or offense
28 committed before the date of this Plea Agreement that was undertaken in furtherance of an

1 antitrust conspiracy involving the manufacture or sale of TFT-LCD in the United States and
2 elsewhere. The nonprosecution terms of this paragraph do not apply to civil matters of any
3 kind, to any violation of the federal tax or securities laws, or to any crime of violence.

4 16. The United States agrees to the following:

5 (a) Upon the Court's acceptance of the guilty plea called for by this Plea
6 Agreement and the imposition of the recommended sentence and subject to the
7 exceptions noted in Paragraph 16(c), the United States will not bring criminal charges
8 against any current or former director, officer, or employee of the defendant or its
9 related entities for any act or offense committed before the date of this Plea
10 Agreement and while that person was acting as a director, officer, or employee of the
11 defendant or its related entities that was undertaken in furtherance of an antitrust
12 conspiracy involving the manufacture or sale of TFT-LCD in the United States and
13 elsewhere ("Relevant Offense"), except that the protections granted in this paragraph
14 shall not apply to Hajime Wakabayashi and Sakae Someya.

15 (b) Should the United States determine that any current or former director,
16 officer, or employee of the defendant or its related entities may have information
17 relevant to any Federal Proceeding, the United States may request that person's
18 cooperation under the terms of this Plea Agreement by written request delivered to
19 counsel for the individual (with a copy to the undersigned counsel for the defendant)
20 or, if the individual is not known by the United States to be represented, to the
21 undersigned counsel for the defendant.

22 (c) If any person requested to provide cooperation under Paragraph 16(b)
23 fails to comply with his or her obligations under Paragraph 14, then the terms of this
24 Plea Agreement as they pertain to that person, and the agreement not to prosecute that
25 person granted in this Plea Agreement, shall be rendered void.

26 (d) Except as provided in Paragraph 16(e), information provided by a
27 person described in Paragraph 16(b) to the United States under the terms of this Plea
28 Agreement pertaining to any Relevant Offense, or any information directly or

1 indirectly derived from that information, may not be used against that person in a
2 criminal case, except in a prosecution for perjury (18 U.S.C. § 1621), making a false
3 statement or declaration (18 U.S.C. §§ 1001, 1623), or obstruction of justice (18
4 U.S.C. § 1503, *et seq.*).

5 (e) If any person who provides information to the United States under this
6 Plea Agreement fails to comply fully with his or her obligations under Paragraph 14
7 of this Plea Agreement, the agreement in Paragraph 16(d) not to use that information
8 or any information directly or indirectly derived from it against that person in a
9 criminal case shall be rendered void.

10 (f) The nonprosecution terms of this paragraph do not apply to civil
11 matters of any kind, to any violation of the federal tax or securities laws, or to any
12 crime of violence.

13 (g) Documents provided under Paragraphs 13(a) and 14(a) shall be
14 deemed responsive to outstanding grand jury subpoenas issued to the defendant or any
15 of its related entities.

16 17. The United States agrees that when any person travels to the United States for
17 interviews, grand jury appearances, or court appearances pursuant to this Plea Agreement, or
18 for meetings with counsel in preparation therefor, the United States will take no action, based
19 upon any Relevant Offense, to subject such person to arrest, detention, or service of process,
20 or to prevent such person from departing the United States. This paragraph does not apply to
21 an individual's commission of perjury (18 U.S.C. § 1621), making false statements (18
22 U.S.C. § 1001), making false statements or declarations in grand jury or court proceedings
23 (18 U.S.C. § 1623), obstruction of justice (18 U.S.C. § 1503, *et seq.*), or contempt (18 U.S.C.
24 §§ 401-402) in connection with any testimony or information provided or requested in any
25 Federal Proceeding.

26 18. The defendant understands that it may be subject to administrative action by
27 federal or state agencies other than the United States Department of Justice, Antitrust
28 Division, based upon the conviction resulting from this Plea Agreement, and that this Plea

1 Agreement in no way controls whatever action, if any, other agencies may take. However, the
2 United States agrees that, if requested, it will advise the appropriate officials of any
3 governmental agency considering such administrative action of the fact, manner, and extent of
4 the cooperation of the defendant and its related entities as a matter for that agency to consider
5 before determining what administrative action, if any, to take.

6 **REPRESENTATION BY COUNSEL**

7 19. The defendant has been represented by counsel and is fully satisfied that its
8 attorneys have provided competent legal representation. The defendant has thoroughly
9 reviewed this Plea Agreement and acknowledges that counsel has advised it of the nature of
10 the charge, any possible defenses to the charge, and nature and range of possible sentences.

11 **VOLUNTARY PLEA**

12 20. The defendant's decision to enter into this Plea Agreement and to tender a plea
13 of guilty is freely and voluntarily made and is not the result of force, threats, assurances,
14 promises, or representations other than the representations contained in this Plea Agreement.
15 The United States has made no promises or representations to the defendant as to whether the
16 Court will accept or reject the recommendations contained within this Plea Agreement.

17 **VIOLATION OF PLEA AGREEMENT**

18 21. The defendant agrees that, should the United States determine in good faith,
19 during the period that any Federal Proceeding is pending, that the defendant or any of its related
20 entities have failed to provide full and truthful cooperation, as described in Paragraph 13 of this
21 Plea Agreement, or has otherwise violated any provision of this Plea Agreement, the United
22 States will notify counsel for the defendant in writing by personal or overnight delivery or
23 facsimile transmission, and may also notify counsel by telephone, of its intention to void any of
24 its obligations under this Plea Agreement (except its obligations under this paragraph), and the
25 defendant and its related entities shall be subject to prosecution for any federal crime of which
26 the United States has knowledge, including, but not limited to, the substantive offenses relating
27 to the investigation resulting in this Plea Agreement. The defendant may seek Court review of
28 any determination made by the United States under this Paragraph to void any of its obligations

1 under the Plea Agreement. The defendant and its related entities agree that, in the event that
2 the United States is released from its obligations under this Plea Agreement and brings criminal
3 charges against the defendant or its related entities for any offense referred to in Paragraph 15
4 of this Plea Agreement, the statute of limitations period for such offense will be tolled for the
5 period between the date of the signing of this Plea Agreement and six (6) months after the date
6 the United States gave notice of its intent to void its obligations under this Plea Agreement.

7 22. The defendant understands and agrees that in any further prosecution of it or its
8 related entities resulting from the release of the United States from its obligations under this
9 Plea Agreement, because of the defendant's or its related entities' violation of the Plea
10 Agreement, any documents, statements, information, testimony, or evidence provided by it or
11 its related entities, or current or former directors, officers, or employees of it or its related
12 entities to attorneys or agents of the United States, federal grand juries, or courts, and any
13 leads derived therefrom, may be used against it or its related entities in any such further
14 prosecution. In addition, the defendant unconditionally waives its right to challenge the use of
15 such evidence in any such further prosecution, notwithstanding the protections of Fed. R.
16 Evid. 410.

17 **ENTIRETY OF AGREEMENT**

18 23. This Plea Agreement constitutes the entire agreement between the
19 United States and the defendant concerning the disposition of the criminal charge in this case.
20 This Plea Agreement cannot be modified except in writing, signed by the United States and the
21 defendant.

22 24. The undersigned is authorized to enter this Plea Agreement on behalf of the
23 defendant as evidenced by the Resolution of the Board of Directors of the defendant, attached
24 to, and incorporated by reference in, this Plea Agreement.

25 25. The undersigned attorneys for the United States have been authorized
26 by the Attorney General of the United States to enter this Plea Agreement on behalf of the
27 United States.

28 26. A facsimile signature shall be deemed an original signature for the purpose of

executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
executing this Plea Agreement.

AGREED

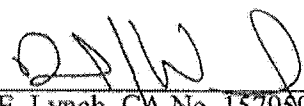
BY: _____
Yoshiyuki Imoto
President and Chief Executive Officer
Hitachi Displays Ltd.
3300, Hayano, Mobara-shi
Chiba-ken, 297-8622, Japan

DATED: March __, 2009

BY: _____
John H. Hemann
Lisa Tenorio-Kutzkey
Rebecca A. Falk
Courtney L. Landis
Michelle M. Kim
Morgan Lewis & Bockius LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1596
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Counsel for Hitachi Displays Ltd.


DATED: May __, 2009

BY: 
Niall E. Lynch, CA No. 157959
Michael L. Scott, CA No. 165452
David J. Ward, CA No. 239504
Heather S. Tewksbury, CA No. 222202
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Tel: (415) 436-6660
Fax: (415) 436-6687

DATED: May 15, 2009

1 executing this Plea Agreement. Multiple signature pages are authorized for the purpose of
 2 executing this Plea Agreement.

3
 4 AGREED

5 BY: 
 6 Yoshiyuki Inoto
 7 President and Chief Executive Officer
 8 Hitachi Displays Ltd.
 3300, Hayano, Mobara-shi
 Chiba-ken, 297-8622, Japan

9 DATED: March 5, 2009

10 BY: _____
 11 John H. Hemann
 12 Lisa Tenorio-Kutzkey
 13 Rebecca A. Falk
 14 Courtney L. Landis
 15 Michelle M. Klm
 Morgan Lewis & Bockius LLP
 One Market, Spear Street Tower
 San Francisco, CA 94105-1596
 Tel: (415) 442-1000
 Fax: (415) 442-1001

16 Counsel for Hitachi Displays Ltd.

17 DATED: March __, 2009

BY: _____
 Niall E. Lynch, CA No. 157959
 Michael L. Scott, CA No. 165452
 David J. Ward, CA No. 239504
 Heather S. Tewksbury, CA No. 222202
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DATED: March __, 2009

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 PLEA AGREEMENT -- HITACHI - 14-

**HITACHI DISPLAYS, LTD.
RESOLUTIONS OF THE BOARD OF DIRECTORS**

At the meeting of the Board of Directors of Hitachi Displays, Ltd., held on February 24, 2009, the Board,

RESOLVED, that the execution, delivery and performance of that certain Plea Agreement, by and between Hitachi Displays, Ltd. (the "Corporation") and the United States Department of Justice, in substantially the form made available to the Board (the "Plea Agreement"), is hereby approved;

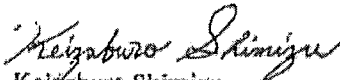
RESOLVED, that Mr. Yoshiyuki Imoto, President and Chief Executive Officer of Hitachi Displays, Ltd., is hereby authorized, empowered, and directed, for and on behalf of the Corporation, to execute and deliver the Plea Agreement;

RESOLVED, that Mr. Kazuo Hatanaka, Executive Managing Director, is hereby authorized, empowered, and directed, for and on behalf of the Corporation, to prepare and deliver or cause to be prepared and delivered and to execute all documents and take or cause to be taken such further actions, including to appear in United States District Court on behalf of the Corporation, as he may deem necessary, appropriate or advisable to fully effectuate the intent of the foregoing resolutions and to comply with the provisions of any of the documents or instruments approved or authorized hereby.

CERTIFICATE

I, Keizaburo Shimizu, Senior Manager, Legal Department, Hitachi Displays, Ltd., a company organized and existing under the laws of Japan, does hereby certify, as the person responsible for keeping the minutes of the Board of Directors meeting, that the foregoing resolutions adopted by the Board of Directors of Hitachi Displays, Ltd., at its meeting held on February 24, 2009, are true, correct and complete and that said resolutions have not been amended, modified or repealed, and remain in full force and effect, as of the date hereof.

Signed at Tokyo this 27th day of February 2009 by



Keizaburo Shimizu
Senior Manager, Legal Department
Hitachi Displays, Ltd.